

SMALL BUSINESS ADMINISTRATION  
SUPPLEMENTAL GUARANTY AGREEMENT  
EXPORT WORKING CAPITAL PROGRAM

Agreement made the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between  
\_\_\_\_\_  
(Lender) and the Small Business Administration (SBA), an agency of  
the United States Government.

Whereas. this is a Supplemental Guaranty Agreement to the Loan Guaranty Agreements (SBA Forms 750, revised 10-83, and Form 750B, revised 3-80) between the parties hereto, dated \_\_\_\_\_, all the provisions of said Form 750 and 750B Agreements are applicable to Export Working Capital Program (EWCP) loans to small business concerns made hereunder, except as modified or changed herein.

Whereas, the parties intend under this Supplemental Agreement for the Lender to administer loans guaranteed under the Export Working Capital Program;

The parties agree as follows:

1. In submitting to SBA proposed EWCP loans, the Lender will follow SBA Rules and Regulations, as promulgated from time to time, and procedures and standards as set forth in the EWCP Operating Guidelines.
2. Lender will maintain, or engage a correspondent capable of providing, sufficient international banking services, including the ability to process collections and documentary credits, to prudently administer EWCP loans.
3. Lender further agrees to maintain sufficient capability to prudently service EWCP loans, including a monitoring, examination and control system for any revolving EWCP loans.
4. Lender shall identify at least one employee who will be SBA's contact person for the EWCP and who will be available to attend training on SBA's Export Working Capital Program. Lender shall notify SBA of a changes of status on individuals so designated, and shall identify a qualified replacement contact, who shall also attend the training seminar. If no qualified replacement is designated by the

Lender, SBA, in its sole discretion, may suspend Lender's authority to submit EWCP loans until such time as a qualified replacement is designated.

5. SBA and the Lender may terminate this supplemental Agreement upon (10) days prior written notice by certified mail to other party, provided that such termination will not affect the validity or continued effectiveness of any EWCP loan approved by SBA prior to said termination.

6. SBA reserves the right to delete, modify or supplement any condition of this Agreement as it deems appropriate. In such event, SBA will notify the Lender in writing stating the change and its effective date.

IN WITNESS WHEREOF, Lender and SBA have caused this Agreement to be duly executed the date first written above.

ATTEST:

\_\_\_\_\_  
INSTITUTION

\_\_\_\_\_  
ADDRESS (INCLUDE ZIP CODE)

BY \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINTED OR TYPED)

\_\_\_\_\_  
TITLE

U.S. SMALL BUSINESS ADMINISTRATION

BY \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINTED OR TYPED)